



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 DIGCOP04I

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 6

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

DOCUMENT

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*306110004 304-346-1645
 OCE IMAGISTICS
 900 LEE STREET #420
 CHARLESTON WV 25301

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/24/2007		NET 30		061611068			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #06				
			PRICE REDUCTION OF BAND 3 COLOR COPIER, MODEL# CM4520				
			MONTHLY MAINTENANCE AND RENTAL COSTS.				
			SEE ATTACHED PRICING SHEETS.				
			EFFECTIVE: APRIL 20, 2007				
			***** NO ADDITIONAL CHANGES *****				
			PURCHASING DIVISION				
			CERTIFIED ENCUMBERED				
			APR 30 2007				
			<i>Beverly Toler</i>				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

4/24/07

OPEN END
TOTAL

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Krista Ferrell* 304-558-2596
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

**COST SHEET
COLOR COPIERS
BAND 3**

BRAND NAME: Océ Imagistics Inc.

MODEL#: cm4520

MINIMUM SPECIFICATIONS:

mfg. copy volume 30,000/month

copy speed 21cpm

Features:

500 sheet paper capacity

2 paper sources

auto duplexing

auto document feeder

electronic sorting or finisher/sorter

(indicate sheets)

SPECIFICATIONS OF MACHINE BID:

Up to 120,000 copies/mo.

35 cpm-Color/45 cpm-B & W

750 Sheet Paper Capacity - #9995

250/500 Sheet Paper Drawers

Standard Automatic Duplexing

Standard RADF

Standard Electronic Sorting

(Include item/model #s for any accessory included in the base machine if needed for ordering.)

PRICING: **Connected configuration includes: cm4520/493-S/9995/DLD4**

Purchase price \$ 10,371.00

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

Maintenance/month for purchased machines \$ 41.00

24 month Rental \$ 520.00 /month

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

36 month Rental \$ 336.00 /month

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

48 month Rental \$ 283.00 /month

(Amount to be deducted if ordering as a non-connected machine: Not Available Non-Connected)

Warranty 0 (duration) Reduction to monthly rental price during warranty:

24 month \$ 0 /mn 36 month \$ 0 /mn 48 month \$ 0 /mn

Maintenance for purchased machines shall be at no cost during the warranty period.

No copies are included in the monthly maintenance or rental fee, but a per-copy charge shall be assessed inclusive of all supplies excepting paper for color and monochrome copies per click.

Color Copies \$.08 /ea

Monochrome Copies \$.014 /ea

Accessories - Vendors may attach a list in the format indicated for any available accessories they wish to include in the contract.

Accessory	Model#	Purchase	Maintenance/month	Rental/month		
				2 Yr.	3 Yr.	4 Yr.
Multi-Position Stapling Finisher	9293	\$1,299.00	\$0.00	\$60.00	\$37.00	\$30.00
Saddle Stitch Finisher w/Punch	9238	\$2,017.00	\$0.00	\$93.00	\$57.00	\$47.00
Job Tray	CM3500010	\$123.00	\$0.00	\$6.00	\$4.00	\$3.00
2 x 550 Sheet Paper Drawer	9237	\$660.00	\$0.00	\$6.00	\$4.00	\$3.00
2,500 Sheet Large Capacity Paper Tray	9289	\$660.00	\$0.00	\$30.00	\$20.00	\$17.00
Plain Stand	9288000	\$99.00	\$0.00	\$5.00	\$3.00	\$2.00
Fiery X3e Print Controller	9295	\$2,895.00	\$0.00	\$141.00	\$87.00	\$71.00
Integration Fee for Fiery X3e	CDDN	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
Fax Board	CM3500210	\$750.00	\$0.00	\$35.00	\$21.00	\$17.00
256MB Fiery Upgrade	MX45049509	\$150.00	\$0.00	\$7.00	\$5.00	\$4.00
Fiery Impose	45044609	\$1,800.00	\$0.00	\$83.00	\$51.00	\$42.00
Fiery Hot Folders	45045891	\$550.00	\$0.00	\$25.00	\$16.00	\$13.00
Fiery Auto Trap	45045893	\$550.00	\$0.00	\$25.00	\$16.00	\$13.00
Secure Erase	45045897	\$550.00	\$0.00	\$25.00	\$16.00	\$13.00
Line Filter w/15A Surge Protector	982-6	\$150.00	\$0.00	\$7.00	\$5.00	\$4.00



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	985-64		PER ATTACHED COST SHEETS				
			SIGNATURE _____				DATE _____
			RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP04I				
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE

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TOTAL

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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE